

Appl. No. 10/714,281
Amdt. dated April 15, 2009
Reply to Office Action of December 17, 2008

Remarks

The present amendment replies to the Official Action mailed December 17, 2008. A petition for a one month's extension of time and authorization to charge our credit card the one month extension fee of \$130 accompany this amendment. Claims 14-19 were rejected under 35 U.S.C. 101 as directed to non-statutory subject matter. Claims 5-19 were rejected under 35 U.S.C. 103(a) over Debber U.S. Patent Publication No. 2003/0144887 (Debber) in view of Libman U.S. Patent No. 6,999,938 (Libman). Claims 5, 14 and 19 have been amended to be more clear and distinct. New claims 20-24 have been added. Claims 5-24 are presently pending.

Section 101 Rejections

The Section 101 rejection of method claims 14-18 has been addressed by amending claim 14 to recite that the method is "computer based", that collected and stored data is stored "in a data repository", and that "evaluating risks and costs" is done "utilizing a processor implemented optimization module." The method claims are now tied to particular apparatus and the rejection should be withdrawn.

Claim 19 has been amended to read "computer readable medium storing a software program" and this claim as amendment is eligible for statutory protection.

In light of the present amendments, the Section 101 rejections should be reconsidered and withdrawn.

Art Rejections

All of the art rejections are based upon Debber and Libman taken in combination.

Applicants traverse the Official Action's analysis of these items. Debber and Libman do not

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support the rejections based thereon. Consequently, these rejections should be withdrawn and the claims as presently amended should be promptly passed to issue as addressed in further detail below.

Claims 5-19 were rejected under 35 U.S.C. 103(a) based on Debber in view of Libman. Debber par. [0073] is cited as describing "a system comprising a risk data repository and a risk evaluator". However, the only mention of "risk" in par. [0074] of Debber is his recitation of "risk query module 408" and "risk database interface module 410". By contrast, claim 5 as presently amended recites "a risk evaluator for determining risks and costs associated with providing insurance, the risk evaluator being operative to compute overall risk and cost for the combined package and adjust parameters of the package components including adjusting the cost of the mortgage insurance component in light of the effect on said risk of the at least one additional insurance component to optimize the risk and cost of the package." The recitation found in Debber par. [0074] clearly does not teach and does not make obvious the "risk evaluator" claimed by claim 5. A review of the remainder of Debber establishes that while paras. [0041], [0063], [0072-0079], [0091] and [0094] address aspects of his treatment of risk information, their teaching is very general such as retrieve "risk data corresponding to the application data". Consequently, Debber as a whole does not teach and does not make obvious the claimed "risk evaluator".

Debber is entitled "System and Method for Electronically Creating, Filing and Approving Applications for Insurance Coverage". The Debber approach focuses on generating "one or more applications and automatically "submitting" them to respective insurer systems". Debber,

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Abstract. As such it mainly focuses on electronically creating, filing and approving insurance applications. Debber has no specific teaching relating to packages of insurance comprising two or more components including a mortgage insurance component, or the importance of the evaluation of the effect upon the mortgage insurance component made by an additional component, such as the job loss component or insurance of dependent claims 10-13, independent claim 14 and its dependent claims 15-18, independent claim 19, and new dependent claims 20-24.

In analyzing original claim 10, the Official Action states “Libman recites insurance packages (col. 14, lines 23-27). A predictable result of Debber and Libman would be to provide as many types of insurance packages as possible to clients in order to offer them better, more customized products to meet their needs at competitive prices (KSR International Co. v. Telefax Inc., 82 USPQ 2d 1385 (US 2007)).”

This conclusory analysis is traversed as legally incorrect and factually unsupported. The key to supporting any prima facie conclusion of obviousness under 35 U.S.C. 103 is the clear articulation of the reason or reasons why the claimed invention would be obvious. The Supreme Court in KSR noted that the analysis supporting a rejection under 35 U.S.C. 103 should be implicit. The Federal Circuit has stated that “rejections on obviousness cannot be sustained with mere conclusory statements”. In re Kahn, 441 F.3d 977, 988 (Fed. Cir. 2006) (quoted with approval by KSR).

Libman provides no basis for modifying Debber to rectify its admitted failings as a reference. Libman addresses an “Automated Reply Generator Direct Marketing System” for

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“automatically preparing customized replies in response to a plurality of clients”. Libman, Title and Abstract. As such, it is primarily focused on mass mailings, emailings or other potential contacts with possible customers and the handling of replies therefrom. In this context, at col. 6, lines 56-65, Libman states “Financial Product” as the term is used herein is used in its broad sense to include any financially-related product, service or plan. The term would include, for example, insurance products and services, banking products and services, securities and investment products and services, and the like. Examples of insurance products would include individual life insurance of all types, tax deferred annuities of all types, health insurance of all types, disability insurance of all types, annuities or other payment vehicles.” The text at col. 14, lines 15-30 is similarly broad brush and says specifically at lines 24-27 “Where combinations of insurance products are included, they may include, for example, a combination of an individual term life insurance product and an individual permanent life insurance product.” No other examples of combined insurance offerings are given, and there is no specific teaching of mortgage insurance in combination with any other insurance, and in particular, there is no teaching of job loss insurance.

Thus, even if a combination of individual term life insurance and individual permanent life insurance is somehow imported from Libman to Debber, such a package does not make the present claims obvious. In this regard, it is noted that claim 1 as amended recites “a risk evaluator . . . to . . . adjust parameters of the package components including adjusting the cost of the mortgage insurance component in light of the effect on said risk of the at least one additional component”, and the remaining independent claims address optimizing the package in a manner

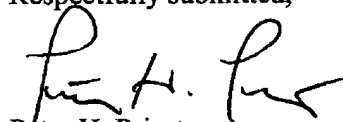
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not addressed by Debber and Libman individually, and not obvious from the two items taken in combination.

Conclusion

All of the presently pending claims, as amended, appearing to define over the applied references, withdrawal of the present rejection and prompt allowance are requested.

Respectfully submitted,



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